BENGALURU METROPOLITAN TRANSPORT CORPORATION

Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 06.01.2024 regarding Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24.

Tender No :BMTC/2023-24/SE0216/CALL-2 Dtd.03.01.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Chief Mechanical Engineer, KSRTC
3	Controller of Stores & Purchase, BMTC
4	Chief Accounts Officer-FA, BMTC
5	Chief Civil Engineer, BMTC

Sl No	Companies
1	M/s. Evey Trans Pvt. Ltd.
2	M/s.JBM Auto Ltd.
3	M/s. Tata Motors Ltd. (Virtually attended)
4	M/s. Aeroeagle Automobiles Pvt. Ltd.
5	M/s.Ohm Moblity / M/s. Switch Mobility (virtually attended)

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0216/CALL-2 Dtd.03.01.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24, documents related to tender terms and conditions are available in the e-procurement portal.

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			TML		
1	22.3 Payment of Fee	87 of 209 (Vol-iii)	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Request Authority to amend the clause as follows - Invoice to be submitted within 10 days from the end of the months based on assured Kms and 90% Payment shall be made within 15 days and balance 10% payment can be within 30 days from the submission of invoice subject to verification of the invoice against the records that it has in relation to the Bus Service	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
2	22.5 Payment for underutilized kilometre	88 of 209 (Vol-iii)	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	Request Authority to amend the clause as follows - If the actual Bus Kilometres is below the assured utilization in the current month, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.75]	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
3	22.7 Revision of Fee	89 of 209 (Vol-iii)	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Price increases to be clearly linked with WPI, CPI, minimum wages and changes to labour law - over the period instead of the current definition of flat 1% YoY escalation Therefore, request authority to amend the clause as below - The Parties agree that the PK Fee shall be revised annually from the second year of the deployment of first lot onwards at maximum of [i] % Change in Price Index*70% or [ii] fixed rate of 2% of Basic Quoted Rate throughout the contractual period to accommodate price escalation on account of cost of maintenance, material & manpower. However for the first year, there will be no "Revision in PK fee" % Change in Price Index :- % change between" Price Index occurring between the reference price index preceding the COD date and reference index date immediately preceding the second year of COD" Price Index :- 60% of WPI Index + 40% of CPI IW Any subsequent increase in wages over and above statutory compliance through third party / Service Provider/ Authority/ Trade Unions / Central & State Govt./ Others influence should be reimbursed to the Operators	Refer Sl. No.156 of the pre-bid proceedings
4	27.1 Escrow Account	97 of 209 (Vol-iii)	27.1.1 The Authority shall prior to the Appointed Date open and establish an account ("Escrow Account") with a Bank ("Escrow Bank") in accordance with this Contract read with the Escrow Agreement.	Request Authority to allow Operator to open the Escrow A/c	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
5	15.6A	5 (Vol-ii)	Minimum seating capacity- 35 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage along with locking facility, wheel chair ramp etc. (Type Approved High Back type Seats 2x2 seats as per AIS: 023. Seat belts to be provided wherever it is necessary. Provision for wheel chair along ramp)	Option 1: 33 HB SEATS +1WC+D or **Option 2: 35PMS + 1WC +D**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
6	23	8 (Vol-ii)	Roof hatches-Two nos. roof escape hatches, as per AIS:153	Requested to consider as per AIS 052 - 1 Nos of roof hatch is provided	As per OEM design and AIS 052
7	4a	2 (Vol-ii)	I. Power consumption – less than 1.3 kwh per kilometer	Request Authority to consider 1.3 kWh per kilometre as per AIS040	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
8	21	8 (Vol-ii)	Efficiency of bus battery - Standard bus (12 m) AC: 1.3 kWh/km		
9	44	8 (Vol-ii)	Inverter - As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop	Request to clarify whether Inverter will be provided by authority or not & if provided, request to specificy details of for fitment provision	USB charger to be provided for mobile charger.
10	12	3 (Vol-ii)	Charging range - The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	Range requirements will be met as per AIS040	Charging range - The battery shall have a capacity to operate 200 kms in single charge at 80% SOC and after opportunity charging of 45 minutes, so that assured kms of 250 km per day is achieved.
11	5.1 Obligations of the Service Provider	21 of 209 (Vol-iii)	The Service Provider shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement; 5.1.1 The Service Provider shall procure the Buses as per the Procurement Schedule provided in Schedule- G hereto for providing the Services in accordance with the Operational Plan and in accordance with the terms and conditions of this Agreement	Leasing partner to be introduced and request authority to enter into leasing or triparttee agreement for procurement of buses with the leasing partner backed by Payment Security Fund Or Operator / OEM can become a collection agent. Relevant definition and all subsequent clauses such as termination, suspension, payment security etc. need to be amended accordingly	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
12	9.1 Performance Security	39 of 209(Vol-iii)	9.1.1 Provide to the Authority no later than 30 (thirty) days from the date of receipt of LoA, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 5% of the tender value in the form set forth in Schedule-D (the "Performance Security")beyond 90 days after contract period. Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider	Request Authority to allow performance security amount equivalent to 3% of tender value	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
13	20.3 Declaration of Availability	76 of 209 (Vol-iii)	20.3.1 Unless otherwise notified by the Service Provider, the Availability of a Bus shall be deemed to be 96% (ninety six per cent) at all times	Request Authority to amend the specified clause to 95% Bus availability because assured fleet & guarantee fleet availbility is 95%	Fleet availability to be 100%

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14			Additional Clause requirement	Payment Security Mechanism (PSM) should be introduced in the tender - a. To be initially funded by a government agency and maintained on a "rolling" basis b. Initially the PSM Fund should have a corpus equal to 4 months of Financier's loan / lease payment and OEM's fixed monthly charge for O&M c. In case of delay in payment by the STU, the Financier / OEM would first dip into the Escrow account maintained by the STU (2 months of dues) and LC after the Escrow has been exhausted d. In case of further delays in payments and lack of funds in STU Escrow, the Financier / OEM would have the ability to dip into the PSM fund e. The PSM Fund would be maintained on a "rolling basis". ie in case the corpus in PSM Fund goes below 2 months billing at any time, it would need to be topped up to 4 months of billing f. A PSM Fund "Oversight Committee" to be formed to authorize fair and timely release of payments from PSM fund. Oversight committee to be formed with proper representatives who can protect the interest of financer and operator. g. For specific States financiers may be willing to consider a rolling PSM funded by State along with top up guaranteed by the State Government	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
15	16.2.3	56 of 209 (Vol-iii)	16.2.3 The Service Provider shall ensure that if any plant and machinery is provided by the authority from the Maintenance Depots at the time of Handover, they are used, maintained and returned in working order upon Termination of the Agreement.	Requested to share tools and equipments list availble with authority which will be handover to Service Provider	The successfull bidder will be allowed for joint inspection. Before handing over of depot the list will of tools & equipments will be handed over.
16	17.26.1	70 of 209 (Vol-iii)	17.26.1 The Service Provider shall, at each Maintenance Depot, install and operate the maintenance facilities and equipment necessary for performing its Maintenance Obligations under and in accordance with this Agreement. Such maintenance facilities and equipment but not limited to shall include:	Requested Authority to make the list indicative and let the service provider to decide the tools and equipments required in depot-wise	

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
17	Schedule A	147 of 209 (Vol-iii)	1.1 Depot Site shall include the land described in Annex-I of this Schedule-A.	Requested to provide Depot name wise land details for better planning	The details will be provided to the sucessful bidder only.
18	Schefdule J	164 of 209 (Vol-iii)	OPERATIONAL Plan should include list of Routes, frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.4	requested to provide bus schedule for undersatanding and to submit an better project working or operational plan as required in the tender document	The details will be provided to the sucessful bidder only.
19	Schedule L of 47	170 of 209 (Vol-iii)	Vehicles for officers, checking, attending to alerts /emergencies	Requested to clarify the requirement of vehicles	The details will be provided to the sucessful bidder only.
20			Requested for clarification	Requested Authority to confirm the following points in depot-wise: 1. Availaible things in the depots - pits, office area, washing bay etc., 2. Requested for to clarify is there any exclusive depots available. 3. Requested to Passive work scope of existing facilities i.e., Workshop repair & painting, Washing area repair, Drainage system repair, Drivers rest room with painting, Training room, Electrical, tiling & plumbing work of Washroom etc., 4. Requested to confirm ETP/STP/Water/Electricity connections availability.	The depots will be handed over to the sucessful bidder as is where is condition. The bidder may visit the identified depots.
21	4.1 Conditions Precedent	19 of 209 (Vol-iii)	Conditions Precedent	Request to clarify/incorporation of Conditions Precedent of the Authority like Depot handover timelines, execution of Escrow Agreement, Providing Right of Way, Electricity supply etc.,	The details will be provided to the sucessful bidder only.
22	10.3.2 Procurement of the Depot	42 of 409 (Vol-iii)	Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted "As Is Where Is" possession and right of way such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Site required and necessary for the Maintenance Depots.	It is requested to add the following in the Clause "Service Provider shall be entitled to be grant for extension of time if it is impeded by the existing depot conditions during such hand over" (if required)	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

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23	12.5.1 Completion of the Maintenance Depots	46 of 209 (Vol-iii)	On or after the Appointed Date, the Service Provider shall undertake construction and/or modification of the Maintenance Depots as specified in Schedule-E, and in conformity with the Specifications and Standards set forth in Schedule-B. The 180 (One hundred eighty) days from the Appointed Date shall be the scheduled date for completion of the Maintenance Depots (the "Scheduled Maintenance Depot Completion Date") and the Service Provider agrees and undertakes that the Maintenance Depot shall be completed on or before the Scheduled Maintenance Depot Completion Date. Existing depots will be handed over as and when the buses are delivered	Requested to be clause amended in accordance with Article 10 Clause 10.2	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
24	16.1.4 Operation of Buses	56 of 209 (Vol-iii)	The Service Provider shall, if required, provide Buses for operating additional Buses. The Parties agree that the maximum number of additional Buses which may be made operational under this sub-clause 16.1.4 shall be subject to up to 25%(Twenty Five percent) of the Buses for the first year from the Appointed Date and over the Contract Period.	Requested to consider the increase 25% of the buses within the first year from the appointed date on actual basis	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
25	27.2 Deposit in Escrow Account	97 of 209 (Vol-iii)	(b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account		Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

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26	3.1 Deposit by the Authority	174 of 209 (Vol-iii)	a) Fee in accordance with Article 22 of the agreement wherein the Authority shall at all times throughout the Contract Period maintain in the Escrow Account, a balance of at least an amount equivalent to {2 (two)} months' estimated Fee;	Requested to clarify or conform Escrow Account deposit & Authority to consider maintain 3 months estimated fee	a) Fee in accordance with Article 22 of the agreement wherein the Authority shall at all times throughout the Contract Period maintain in the Escrow Account, a balance of at least an amount equivalent to {1 (one)} month' estimated Fee;
27	27.3 Withdrawal During Agreement Period	97 of 209 (Vol-iii)	The Service Provider shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Accounts shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out there from in the month when due:	Requested to change Service provider to Authority because Escrow Account will be opened by Authority	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
28	33.1.1 Divestmentrequirements upon expiry of the Agreement Period	114 of 209 (Vol-iii)	(b) cure all Buses of all defects and deficiencies so that the Buses are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accident, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination or expiry of the Agreement Period, the Authority shall grant to the Service Provider such additional time, not exceeding 240 (two hundred forty) days, as may be reasonably required for repair and rectification thereof;	Requested to clarify whether all Buses shall be handed over to the Authority after the expiry of the Agreement.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

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29	22.5.4 & 22.6.2 of Fee	88 & 89 of 209 (Vol-iii)	22.5.4 The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Service Provider, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the available fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorized agency. 22.6.2 The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Service Provider, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the available fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorized agency.	The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Service Provider, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the available fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of **odometer reading**.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
30	Clause 5.1.9 Obligations of Service Provider	22 of 209 (Vol-iii)	Shall, along with the Buses, submit to the Authority and any agency appointed by the Authority, a quality assurance manual prepared by the Service Provider. The Authority shall have the right, to review such quality assurance manual, and the Service Provider shall forthwith correct, or cause to be corrected, any deficiencies identified by the Authority.	It is requested to clarify whether the Clause intends to say submit to the Authority and any agency appointed by the *Service Provider*	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
31	4.2 Damages for Delay by the Service Provider	20 of 209 (Vol-iii)	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement and blacklist the Service Provider for any public and/or private participation for a period of five years. Provided that in the event of delay by the Authority in procuring fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Service Provider under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause4.1.2.	Please delete Force Majeure as a factor for levying damages. Please amend this with " the overall penalty under all the heads shall be maximum to 5% of the performance security".	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
32	4.3 Deemed Termination upon Delay	20 of 209 (Vol-iii)	Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	Please add " the termination shall be subject to payment of damages by Authority to Service Provider as sum of Rs. ---------- (as per the cost incurred on that date) as liquidated damages and the price of the buses already suppied to under the agreement alongwith dues payable by Authority to Service Provider under different heads, if any.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
33	13.9 Delay in supply of buses	50 of 209 (Vol-iii)	13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus. All these damages shall be excluding applicable taxes. 13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	Please add "Subject to a maximum of Rs. 10,000/- per bus. Please delete this as Rs. 10,000/- per bus shall be the maximum amount of penalty.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
34	14.1.4 Inspection by the Authority	52 of 209 (Vol-iii)	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.	Please add "subject to maxiumu of Rs.10,000/- per bus."	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
35	14.3 Damages for delay	53 of 209 (Vol-iii)	Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	Please add "subject to maximum of Rs. 10,000/- per bus.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
36	16.6.1 Incidents En-Route	58 of 209 (Vol-iii)	16.6.1 In case of breakdown of a Bus during normal course of Operations, the Service Provider shall immediately inform the Control Centre and its maintenance team whereupon the Service Provider shall ensure speedy tow-away of the affected Bus within 2 (two) hours of breakdown. The Service Provider shall immediately provide a replacement Bus to complete the route after such Bus failure, failing which it will be deemed as an Service Provider Event of Default and the Service Provider shall be liable to pay Damages at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills.	Please amend this with 4 hrs.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
37	16.6.3 Incidents En-Route	58 of 209 (Vol-iii)	16.6.3 In an unforeseen event involving unruly behavior by passengers or vandalism in or involving the Bus, the Service Provider shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the route or go back to the Bus Depot, then the Service Provider shall arrange to tow-away such Bus within1 (one) to 2 (two) hours of such occurrence, failing which Service Provider shall be liable to pay Damages at the rate of 0.01% (zero point zero one percent) of the Performance Security and the damages will be recovered from the monthly payment bills.	Please amend this with 4 hrs.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
38	20.13 Other Key Performance Indicators to be complied by the Service Provider	79 of 209 (Vol-iii)	Fine/ KM for Violation based on SLBs 1.Cancelled KM 2. Cancelled KM 3. Cancelled Km X per km Fee + Rs.500/- case 4.Rs.20,000/- per fatality + Actual expenses to be borne by the operator 5. Cancelled KM 6.INR 20,000 per Bus/Day for full cancellation and partial operation (50% and above kms cancelled) 7. INR 20,000 per Bus/Day for full cancellation and partial operation (50% and above kms cancelled) 8. INR 500 /- INR 1000 /- 9. INR 250 / Case 10. INR 100 / Reported cases 11. INR 500 / Case 12. INR 1000 / Case / Bus / Day 13. INR 100/ per case per day 14. INR 500 / Bus / Day continued until defect is rectified. 15. INR 2500 / Bus / Day 16. INR 2000 / Incident 17. INR 100 / Stop Skipping Case 18. INR 250 / Reported Case	Please add below in all the fined to be imposed under diffrerent heads: " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus"	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

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			18. INR 250 / Reported Case 19. INR 250 / Reported Case 20. INR 500 / Day / Case 21. INR 1000 / Case 22. INR 250 / Case 23. INR 250 / Case 24.INR 500 / Case 25. INR 1000 / Bus / Day 26. INR 10,000 / Case 27.INR 250 / Case 28.INR 250 / Case 29. INR 250 / Case/ Day	per bus Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus"	
39	22.3.2 Payment of Fee	87 of 209 (Vol-iii)	Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Please reduce this with 7 days.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
40	22.7.1 Revision of Fee	89 of 209 (Vol-iii)	The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Please amend this with 2nd year.	Refer Sl. No.156 of the pre-bid proceedings
41	23.1 Training	90 of 209 (Vol-iii)	If the Service Provider requests the Authority for engaging the Authority's employees and the Authority agrees to such request, the Service Provider shall provide training to the staff of the Authority in accordance with the provisions of this Article 23 (the "Training Obligations").	Please clarify the number of training and the staff to be trained on per bus basis.	The details will be provided for sucessful bidder

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
42	29.5.2 Duty to report Force Majeure Event	103 of 209 (Vol-iii)	The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.	Please delete the requirement of notice for Force majeure event as the proof of the same is not available.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
43	29.8 Termination Notice for Force Majeure Event	104 of 209 (Vol-iii)	If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15(fifteen) days time to make are presentation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.	Please add " the termination shall be subject to payment of damages by Authority to Service Provider as sum of Rs.---------- (costs incurred by service provider on the date of termination) as liquidated damages and the price of the buses already suppied to under the agreement alongwith dues payable by Authority to Service Provider under different heads, if any.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
44	39.4 Adjudication by a tribunal	126 of 209 (Vol-iii)	In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Service Provider and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 39.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly	Please replace the same as under: It is requested that a three arbitrator panel may adjudicate the disputes, out which one arbitrator may be appointed by each party and the third presiding arbitrator may be appointed by such arbitrators mutually and as per Arbitration and Conciliation Act.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
45	8.1 (i) Dispute resolution	181 of 209 (Vol-iii)	In the event a dispute is not resolved amicably by conciliation, as provided in article 39.3 either party may approach the court for the settlement of dispute pursuant to article 42.1. i) The courts at Bengaluru shall have the jurisdiction over all matters/disputes between the parties arising out of or relating to this agreement. ii) This agreement is governed by laws of India.	Please amend with Mumbai.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
46	9.1 Governing law and jurisdiction	129 of 209 (Vol-iii)	This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Karnataka*** shall have jurisdiction over all matters arising out of or relating to this Agreement.	Please amend with Mumbai.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
47	4	Vol-II of page 2	VI. Charging Time maximum 2 hours- overnight charging.	Requested to amend the Charging time to max 2.5 hrs for full charging i.e. 20 to 100%	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
48	4. ELIGIBILITY OF THE BIDDERS of 3rd clause	Vol-I of page 9	3. Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the offered model. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	Request to consider the base homologation certificate at the time of submission of Bid and exact model of the certificate will be submitted at the time prototype Inspection	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
49	RFP II - ITS integration	vol-II 12	8) Fails to provide access to the data or fails to integrate with the BMTC ITS/AVLS shall be done with 45 days of commissioning of fleet. Penalty of Rs.500 per bus per week may be levied	Integartion of two systems are joint repsonsibility between Operator & Authority Availability of Authority ITMS system details & Protocol documents as part of Vol II- RFP Technical specifcation document will help in faster integration Request authority to remove the clause	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
50	1.8	7 of Vol-I	The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.	Request Authority to modify the clause: The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority **as per mutual consent and change request**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
51	Vol III MSA SCHEDULE-Q Annex – I On Board Devices	195 of 209 (Vol-iii)	i. The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof. Some of the equipment's and their quantities are listed below	Request Authority to modify the clause: The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof **subjected to mutual consent of parties**. Some of the equipment's and their quantities are listed below	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
52	Vol III MSA SCHEDULE-Q Annex – I On Board Devices	195 of 209 (Vol-iii)	ii.The OBITS equipment installed in the buses should provide accuracy upto last 3-4 meters from the standing location and not beyond	Request Authority to modify the clause: ii.The OBITS equipment installed in the buses should provide accuracy upto last **6 meters** from the standing location and not beyond	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
53	Vol III MSA SCHEDULE-Q Annex – I On Board Devices	195 of 209 (Vol-iii)	iii. The equipment of the OBITS shall be integrated to each other and the Bus CAN for transmitting **all the bus data,** vehicle tracking data and the any other data as required by the Authority. The Cost of such integration should be the responsibility of the Contractor	Request Authority to modify the clause: The equipment of the OBITS shall be integrated to each other and the CAN Bus for transmitting **the bus data as per** Schedule Q -Annex 2 Poin iv, vehicle tracking data and any other data as required by the authority subject to mutual consent of parties. The Cost of such integration should be the responsibility of the authority.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
54	Vol III MSA SCHEDULE-Q Annex – II Data Monitoring System	196 of 209 (Vol-iii)	i. The bidder shall procure buses in compliance with AIS-140: Intelligent Transportation Systems (ITS) - Requirements for Public Transport vehicle operation and set up data monitoring systems for on board ITS: Vehicle Location Tracking, **Camera Surveillance Syste**m and Emergency Request Button. The bidder shall set up systems for monitoring operations and managing incidents.	- AIS140 Standard does not support Video Feed Request Authority to modify the clause appropriately	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
55	Vol III MSA SCHEDULE-Q Annex – II Data Monitoring System	196 of 209 (Vol-iii)	ii. The bidder shall share real time data from on-board devices using standard communications protocols defined by AIS 140 with the Authority. The bidder shall give the Authority access to real time feed from buses through **Advanced Programming Interface (APIs)** and support the Authority in integrating feed from the buses procured under the concession to existing Intelligent Transport Management Systems (ITMS) set up by the Authority to ensure monitoring of services and KPIs set out under Article 20 of the agreement.	Request Authority to share the API Protocol as part of RFP Vol II- Technical specifcation document	The details will be shared to the successful bidder.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
56	Vol III MSA SCHEDULE-Q Annex – II Data Monitoring System	196 of 209 (Vol-iii)	iv. The bidder shall share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Authority.The following CAN parameters should to be integrated to the on board IoT device/OBITS and capable of transmitting data at a frequency of 30 sec either to a server set-up by the Authority or through APIs set up by the bidder. The list of CAN data parameters shall be shared over and above the vehicle location data through the on board telematics system. 1.Timestamp 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) 5.SoH (State of Health) 6.Speed 7.Acceleration 8.Voltage (pack and cell level) 9.Current (pack and cell level) 10.Charger Current 11.Charger Voltage 12.Ambient temperature 13.Cell temperature 14.Motor temperature 15.BMS error	Request Authority to share the API Protocol as part of RFP Vol II- Technical specifcation document	The details will be provided to the sucessful bidder
57	Vol III MSA 20.13Other Key Performance Indicators to be complied by the Service Provider	81 of 209 (Vol-iii)	9.Drivers Login / Log off into ITMS /AFC System at Start of Shift and also for each Trip as Trained and Directed by the Authority	Request Authority to share the API Protocol as part of RFP Vol II- Technical specifcation document	The details will be provided to the sucessful bidder

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			EVEY Pvt Ltd		
58	New Clause to be added:		Field Trial Run Before Opening Price Bids: For evaluating the Single charge range & product performance, field trials shall be conducted with the Offered model electric bus prior to opening the Price bids.	Prior to Opening the Financial bids, the Technically qualified bidders are required to perform the Trial run/Proof of Concept in Bangalore city with the Offered model i.e, 12m Low-Floor Electric bus as per the routes desired by BMTC for a minimum period of 1-2 days as per following conditions: - Range in Single charge shall be 200 Kms @ 80% SOC for 12m LF AC Electric Bus. - Load shall be 3750 Kg for 12 Meter bus (75 Kg * 50 Passengers). Load can be attained through Sandbags. - Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at the desired Passenger Stop for at least 01 Minute.	Not agreed
59	Volume 1 RFP Document	Page No.20 of RFP	OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of atleast one (1) Midi or standard electric bus (100%battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted during proto type bus inspection.	OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of **Offered model Electric bus** ~~**at least one (1) Midi or standard electric bus**~~(100%battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issuedby authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted**along with the bid**.~~during proto type bus inspection.~~	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
60	Volume – II MSA	Page No 89 of MSA	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per Kilometer for Hiring of Electric AC Buses will be revised annually @ **1.0% of Basic Quoted Rate from 3rd year** of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ **1.0%**2% of Basic Quoted Rate from **2nd year** of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	Refer Sl. No.156 of the pre-bid proceedings

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
61	Volume -1 RFP document	Page No 17 of RFP	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within ~~**twenty one (21)**~~ **Forty Five (45) days**of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of**3% of the Annual value**~~**5%of the contract value**~~covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
62			New clause to be added:	Performance Security will be furnished with an initial validity of **3 years and same shall be renewed before its expiry** and shall be maintained valid throughout the Contract period	Not agreed
63			SPV Formation: SPV formation shall be made optional to the Bidder for Incorporation of Special Purpose Vehicle (SPV) company after receiving of Letter of Award (LOA) for smooth execution of the Contract.	Execution of E Bus contracts through the SPVs is very common practice in Indian Electric Bus GCC contracts and in fact this mechanism is mandated by NITI Aayog through their Model Concessionaire Agreement of FAME II Gross Cost Contracts of Department of Heavy Industries, GoI. A Special Purpose Vehicle (SPV) used for implementation of a particular project would have an advantage of segregation of project assets, a Specific Escrow account for the receipt/payment of revenue and expenditure concerned to the project, easy procurement of Project Finance, easy creation of Charge on the Assets of the Company (for financing the project) related to the project and assigning substitution rights related to the project in favor of the Lender concerned. In case if the funding is facilitated under one company name for different STU projects, any delay or non-receipt of operational payments under any of these contracts may impact the project funded by other Lender. Thus, to avoid the financial hurdles, SPV(s) are ideal solution to ring fence the project.	Not agreed

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
64	Volume II Technical Specifications	Page No. 8 of Tech Spec	Inverter: As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop be provided by the bidder	Instead of Inverter, USB charger is provided for mobile charging. Laptop charging is not recommended with inverter due to High voltage in Passenger compartment. It is a safety concern.	USB charger to be provided for mobile charger.
65	Volume II Technical Specifications	Page No. 8 of Tech Spec 45. Stickers & Branding	Graphics for Electric, Monogram, brand etc., be done by using good quality reflecting stickers as per choice and design of BMTC. One set of blue signage stickers be provided in the saloon portion mentioning seats for ladies, physically challenged ladies, physically challenged men, senior citizen, emergency door, no smoking and red colour cross mark for door glass. Radium stickers with BMTC monogram be provided on either side of the vehicle and on the rear side as BMTC in kannada, BMTC sign be provided on front grill, all the letterings shall be in kannada, type, size and colour and location as per BMTC requirements. One chart showing the chassis details be screen printed below waist rail by the side of front door.	Emergency Door Sticker cannot be provided as Emergency door is not provided being a city bus.	Sticker to be provided at emergency exit.
66	Volume II Technical Specifications	Page No. 7 of Tech Spec	39. Emergency/Panic Buttons: Panic button to be provided to each row of seat as per AIS 140	Panic Button will be provided every 2 meter as per "AIS 140"	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
67	Volume 1 RFP Document	Page No.37 of RFP	Annexure – 9: Operations plan write up	Will be provided post award of LOA.	Agreed
68	Volume II Technical Specifications	Page No.4 of Tech Spec	15.3 Insulation: FR grade material as per IS 15061 FR Grade material glass wool, PU foam or thermocol: As per AIS:052.	**Request to consider as per Manufacturer's design.**	As per manufactuer's design
69	Volume – II MSA	Page No 92 of MSA	23.3.3 The driving training simulator to be provided by the Service Provider shall be a computer controlled visual system showing the road and signals ahead and interfaced with the driver's controls.	On Bus training will be provided. Simulator training is not provided	Agreed

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
70	Volume – II MSA	Page No. 21 ARTICLE 5 5.1.6	Make adequate arrangements, to make available spare buses to ensure a fleet availability of **100%** of the fleet 320 buses (three hundred and twenty) buses with assured km of 250 per day at any given Period of Contract.	Make adequate arrangements, to make available spare buses to ensure a fleet availability of**95%**~~100%~~ of the fleet 320 buses (three hundred and twenty) buses with assured km of 250 per day at any given Period of Contract.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
71	Volume – II MSA		12.1 Development of Site: Water used for washing of buses (300 liters/day/bus) will be calculated as per BWSSB rates and deducted in the monthly bills payable.	**Request to consider in the scope of Authority and this will help in achieving better Price per Kilometre.**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
72	Volume III Master Concession Agreement	Page No 88 Clause No. 22.6 Payment for Excess kilometre:	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X ~~**0.5**~~1.0]	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
73	Volume III Master Concession Agreement	Page No 88 Clause No. 22. Payment for underutilized kilometre:	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X ~~**0.5**~~1.0]	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
74	Volume III of MSA	Page No 157 of MSA	Delivery Timelines Schedule – G 1 - Release of Order M 2 01 Prototype delivery of bus M + 60 days 3 159 First lot Within three months from the date of supply of prototype bus 3 160 Delivery of 100% of tendered vehicles Within six months from the date of supply of prototype bus	Delivery Timelines Schedule - G 1 - Release of Order M 2 01 Prototype delivery of bus M + ~~60~~90days 3 159 First lot Within three **Six** months from the date of supply of prototype bus 3 160 Delivery of 100% of tendered vehicles Within six **Nine** months from the date of supply of prototype bus	~~Delivery Timelines~~ Schedule – G 1) Release of Order M 2) 01 Prototype delivery of bus M + 90 days 3) First lot of 159 Within three months from the date of supply of prototype bus 4) Delivery of 100% of tendered vehicles Within six months from the date of supply of prototype bus
75	Volume III– MSA	Page No 97 of MSA	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **2 months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
76	Volume III– MSA	Page No. 31 of MCA	Clause 5.10.2 in Master concession Agreement: Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to **Metering cubicle room.~~depot gate.~~**	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to Metering cubicle near depot gate.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
77	Volume III– MSA	Page No. 31 of MCA	5.10.3 in Master concession Agreement: The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity from the nearest sub-station to the Maintenance Depot	The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity **through dedicated feeder** from the nearest sub-station to the Maintenance Depot.	The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity **through dedicated feeder depending on load requirement** from the nearest sub-station to the Maintenance Depot.
			Not Specified in RFP, New clause to be added	All municipal approvals for developing charging infra shall be in the scope of Authority.	Agreed
			Not Specified in RFP, New clause to be added	Authority shall provide the upstream power connection. Security deposit and approvals if required any for upstream power connection at depot or at any other location shall be in the scope of Authority.	Agreed
			Not Specified in RFP, New clause to be added	Authority shall provide LT meters for utility power consumption by operator during operation and maintenance of buses.	The LT meters are already provided in the exisitng depots.
			Not Specified in RFP, New clause to be added	Authority shall provide dedicated levelled space for parking and maintenance of buses	The identified depots will be provided in as is where is condition.
			Not Specified in RFP, New clause to be added	Authority shall bare increase in taxes/introduction of any new taxes if any during the contract period.	The satuatory taxes shall be borne by the bidder during contract period.
78	Volume – 1 RFP	Page No. 11 of RFP document	Clause 5.9 Termination for Default in RFP: BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the Contract in whole or part: If the bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or If the bidder fails to perform any other obligation(s) under the Contract.	Request to kindly delete the clause.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
79	Volume – 1 RFP	Page No. 16 of RFP document	21.5 Failure to Abide by the Master Service Agreement: The conditions stipulated in the MSA shall be strictly adhered to by the Service Provider and any violation thereof by the Service Provider may result in termination of the Master Service Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.	21.5 Failure to Abide by the Master Service Agreement: **Termination shall happen for material breach.**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
80	Volume – 1 RFP	Page No.17 of RFP Document	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of thirty (30) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a further thirty (30) days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of ~~**thirty (30) days**~~Sixty (60) Daysafter the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a ~~**thirty (30) days**~~45 days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
81	Volume – II MSA	Page No 50 of MSA	13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	13.9.2 If the supply of any Bus is delayed by a period exceeding ~~**60**~~180 daysor as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
82	Volume – II MSA	Page No 76 of MSA	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to or less than 0.5	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to 1or ~~less than 0.5~~	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
83	Volume – II MSA	Page No 88 of MSA	22.5.5 In case kms cancelled due to breakdowns, accidents, vehicle repair etc such km shall not be considered as bus kms and for under utilized kms.	Request to consider cancelled upto break down points to be considered in bus kilometers	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
84	Volume – II MSA	Page No 88 of MSA	22.5.3 In the event of the Service Provider not making available the full fleet, the payment will be restricted to the actual fleet made available. The Service Provider will be entitled for Minimum Half Yearly Assured Payment Amount only if he has maintained 95% fleet availability every month.	Except for force majeure and any reasons which are not attributable to operator	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
85	Volume – II MSA	Page No 113 of MSA	32.4 Other rights and obligations of the Authority: Upon Termination for any reason whatsoever	32.4 Other rights and obligations of the Authority: **For reasons attributable to operator**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
86	Volume – II MSA	Page no 161 to 163 of MSA	Schedule: I	Schedule: I: Request to kindly delete	The maintenance schedule has to be maintained as per OEMs maintenance practise.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
87	Volume II of MSA	Page No 20 of MSA	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before ~~**200 (Two Hundred)**~~400 days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
88	Volume II of MSA	Page No 19 of MSA	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date ofthis Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have (a) Registered office in Bengaluru city; (b) provided Performance Security to the Authority within 21 (twenty one) days of receipt of the LOA pursuant to Article 9; (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth here within a period of 90 (ninety) days of the notice, and the Condition Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (a) procured for the Operator the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and [(b) procured all Applicable Permits required to be procured by the Authority as specified in Schedule- C, including those relating to environmental protection and conservation of the Site.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
89	Volume II of MSA	Page No 150 of MCA	Schedule – C: Applicable Permits	Request to consider following permits in Authority scope: a) Permits for Building Plan in accordance with the applicable State Act and by-laws (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets related to Agreement (c) Permission of State Government for extraction of boulders from quarry (d) Permission of Pollution Control Board for installation of crushers (e) Permission of State Government for drawing water from nearby river/reservoir (if needed) (f) Permission of State Government for cutting of trees	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
90	Volume II of MSA	Page No 97 of MSA	27.2 27.2.1 (b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account.	Request to consider minimum 2 Months Escrow balance	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
91	Volume II of MSA	Page No 113 of MSA	32.4 Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of the Buses and Maintenance Depots forthwith;	Upon Termination for any reason whatsoever, the Authority shall: ~~**(a) take possession and control of the Buses and Maintenance Depots forthwith;**~~ Request to delete Point (a)	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
92	Volume II of MSA	Page No. 52 of MSA	14.1.4The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, ~~**5,000INR**~~ 1,000 per bus per day subject to maximum of **Rs. 10,000/- per bus**of delay until all items of the Punch List are rectified.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
93	Volume II of MSA	Page No.53 of MCA	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) **Subject to max of Rs. 10,000/-**for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
94	Volume II of MSA	Page No 79 of MSA	20.13 Other Key Performance Indicators to be complied by the Service Provider	20.13 Other Key Performance Indicators to be complied by the Service Provider **Penalty subject to Maximum of Rs. 10,000/- per bus.**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
95	Volume II of MSA	Page No 62 of MSA	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority **on chargeable basis**~~**with adequate inventory**~~for a period of 6 (six)months.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
96	Volume -1 RFP Document	Page No.7 of RFP Document	1.8 The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.	Operator will provide the provision for installing Onboard Ticketing device and Authority shall provide on board Ticketing device.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			OHM Ltd.,		
97	Volume I / Section 1 clause 3	1	Last date and time for submission of Proposal through e-portal: 12.01.2024 at 17:30 hrs	Request to provide 14 days' time for bid submission from the date of release of pre-bid corrigendum.	Last date and time for submission of Proposal through e-portal is extended up to 19.01.2024 at 17:30 hrs
98	Volume I / Section 1/ General clause 14	6	A total of four (04) depots i.e. Depot-7 (SubhashNagar), Depot-13 (Katriguppe), Depot-18 (Whitefield) and Depot-25 (HSR layout) are identified by the authority at present for 320 AC low floor, 400mm floor height electric bus operations. **The bidder should provide opportunity charging facilities in 05 places designated by the authority.**	Request Authority to clarify the following: 1. Locations for the opportunity charging and no. of chargers. 2. Upstream infrastructure at the opportunity charging locations	In 5 locations approx. 15 chargers.
99	Volume I / Section 2 Clause 13.5 Financial Proposal	13	While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rate inclusive of electricity cost (including fixed charges, cess, surcharge taxes & other charges levied by BESCOMS time to time on account of charging of the buses). The other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be scanned and uploaded along with the technical bid as per Annexure-13.	The electricity cost considered is inclusive of current Energy Charges, Demand charges, FPPPA (Fuel & Power Purchase Price Adjustment) Charges & Electricity Tax. Any increase/decrease in the FPPPA cost also to be considered while revised the rates on account of electricity charges.	Refer Sl. No.156 of the pre-bid proceedings
100	Volume I / Section 2& Volume 3 22. PERFORMANCE SECURITY&9.1.1	V II - 17 V3 –39 of 209	22.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~**5% of the contract value**~~Rs. 50,000 per Buscovering performance obligations and valid for a period of 2 years initially. BG will be renewed every 2 years till the completion of the contract period.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
101	Volume I / Section 2 & Volume 3 22. PERFORMANCE SECURITY & 9.1.2	V II - 18 V3 – 39 of 209	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupees Forty-six lakh eighty seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	Request to consider 20% reduction year on year on the Subsidy Performance Security	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
102	Volume I /Section 3 Annexure 13 - Adherence to terms and conditions:	43	3. We agree to furnish Security Deposit as per terms and conditions within 10 days from the date of issue of Letter of Intent. We agree to extend the validity of the Bank Guarantee/Security deposit unconditionally incase needed as per the requirement of BMTC	Request amendment. As per clause 22, Performance security, the bidder has to submit the Security deposit within 21 days from LOI.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
103	Volume II Technical Specifications for 12m single decker buses	2	4. VI. Charging Time less than 2 hours- overnight charging	VI. Charging Time less than4 hours- overnight charging	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
104	Volume II 12. Charging Range	3	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 250km per day	The battery shall have capacity to operate 200 kms in single charge at 80% SOC **as per AIS 040** and opportunity charging of **4560** minutes **(Depot In & Depot Out)**with assured kms of 250km per day	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
105	Volume II 15.5 – D	5	Glassthickness: 4.8-5.3mm	Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = 6 mm, 4.93-6.00 mm	As per maufactuerers design
106	Volume II 15.5 – e	5	ToughenedasperIS:2553(Part-2)–1992/latest of4.8-5.3mmthickness		
107	Volume II 38. Hooter	8	1 No of Hooter(Audio Visual Alarm) with red blinking lights and connection in side indicator RH and LH. Category 6 lamps as per requirement of CMVR & AIS:052 with required sound level. It is clarified that as per new AIS-052 requirements, hooter is essential for safety of passengers.	Kindly request you to delete this requirement since it is not required for Type-I Buses	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
108	Volume II 44 Invertor	8	As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop.	Kindly request you to delete this requirement	USB charger to be provided for mobile charger.
109	Volume III 4.1 Conditions Precedent	Page 19 of 209	4.1.2 (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	Kindly request you to consider "Procuring Right of Way to Depot site" shall be in the scope of the Authority.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
110	Volume III 4.1.3Conditions Precedent	Page 19 of 209	(e) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;	(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and, if applicable, 3 (three) true copies of the Bus Lease Agreement(s) (j) and where the Buses are procured by the Service Provider under a lease, execution of a Bus Lease Agreements with the Lessor"	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
111	Volume III 4.2 Damages for Delay by the Service Provider	Page 20 of 209	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of ~~0.25%~~0.1% (zero point ~~two five~~one percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
112	Volume III 4.5 Damages for delay by the Authority	Page 20 of 209		Below Clause to be added: (a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in the Agreement, or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Service Provider may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Service Provider in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.5 until the date on which the Service Provider shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.	Not agreed

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
113	Volume III 5.2 Obligations relating to Project Agreements	Page 25 of 209	5.2.5 The Service Provider shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Service Provider in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Service Provider expressly agrees to include the Covenant in all its Project.	5.2.5 The Service Provider shall procure that each of the Project Agreements or Bus Lease Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Service Provider in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Service Provider expressly agrees to include the Covenant in all its Project.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
114	Volume III 5.10 Obligations relating to charging infrastructure	Page 31 of 209	The Service Provider agrees that it shall provide for charging infrastructure at the designated Maintenance Depots/Opportunity charging locations and numbers as per the operational plan with mutual consent depending upon the operation of buses, and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Service Provider agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses deployed for the Project and no other purpose whatsoever.	Request Authority to share the details tentative Bus Route Schedule and locations of opportunity charging locations to arrive accurate Peak load demand/No. of Chargers at each of these opportunity charging locations .	The details will be provide for the successful bidder.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
115	Volume III 5.10 Obligations relating to charging infrastructure	Page 31 of 209	5.10.2 The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 250 Kms per day. The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc. The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	The Authority should provide Upstream Power Connection upto 11kv line till the Depot Premises (including any Depots) and Service Provider will be responsible for only Downstream Infrastructure within the Depot premises	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to Metering cubicle near depot gate.
116	Volume III 13.2 Ownership of Buses	Page 48 of 209	The Service Provider agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Service Provider and the Service Provider shall cause all Buses to be registered in the name of the Service Provider and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	The Service Provider agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Service Provider and the Service Provider shall cause all Buses to be registered in the name of the Service Provider and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement, unless provided otherwise under the terms of this Agreement. The Service Provider shall have the right to lease the Buses required to be provided under this Agreement under the Bus Lease Agreements on terms that are consistent with this Agreement. In instances where the Buses are leased to the Service Provider or the Financier, then the Ownership and Registration of the Buses shall be in the name of the Lessor .	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
117	Volume III 13.6 Supply of Prototype	Page 49 of 209	13.6.1 The Service Provider shall, no later than 60 (thirty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than 120 (One Hundred and Twenty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Delivery Timelines Schedule – G 1) Release of Order M 2) 01 Prototype delivery of bus M + 90 days 3) First lot of 159 Within three months from the date of supply of prototype bus 4) Delivery of 100% of tendered vehicles Within six months from the date of supply of prototype bus
118	Volume III 13.6 Supply of Prototype	Page 49 of 209	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR 25,000/- excluding applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR 5,000/- excluding applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
119	Volume III 17.25.2	Page69 of 209	The land required for each Maintenance Depot, shall be provided by the Authority to the Service Provider in accordance with the provisions of Article10.	1. Request Authority to provide Driver rest rooms at Oppurtunity Charging Locations for the buses coming in for Night Parking. 2. Request Authority to provide dedicated depot's for EV Bus operations to avoid complications in sharing with other service providers.	Not agreed

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
120	Volume III 17.25.3	Page69 of 209	Each Maintenance Depots will have provisions for repair and maintenance of at least _____ buses parking and charging facility for the entire Fleet of Buses.	Along with the space for Charing & Parking of buses, the Maintenance depot to be handed over by authority will also consist of; a) RCC Flooring b) Boundary compound wall c) Exit/Entry Gate d) Sufficient No. Service Pits/depot. e) Sufficient Covered Maintainence Bays/depot f) Washing Bays including sufficient No. of Bus washers/depot. g) Office room spaces. h) Store rooms spaces. i) Common Toilets	The identified depots will be handed over in as is whereis condition. The bidders may visit the depots.
121	Volume III 17.25.4	Page69 of 209	The Authority shall provide 11 KV (Eleven kilo volt), 3-phase connection for charging of Buses. The required up-stream power depending upon charging of buses will be provided by the Authority at the depots/bus stands earmarked for operation of electric buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Service Provider at its own expense and the Service Provider shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Service Provider and it shall procure Applicable Permits for the same.	Request Authority to support depotwise in 11kV Electricity meter connection 'name change' (from BMTC) to Service Provider's name inorder to bring in the Renewable Energy for eBus Charging. This is to ensure the Project has Zero Carbon Footprint.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
122	Volume III 21.1 Financial Close	Page 87 of 214	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders and if applicable, 3 (three) true copies of the Bus Lease Agreement(s).	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
123	Volume III 22.3 Payment of Fee	Page 87 of 209	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Kindly request you to make payment within 15days of receipt of Invoice	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
124	Volume III	Page 88 of 209	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 1.0]	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
125	Volume III	Page 88 of 209	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.75]	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
126	Volume III	Page 89 of 209	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually **@ 1.0% of Basic Quoted Rate from 3rd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first two years, there will be no revision for Hiring Charges** and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually **@2.0% of Basic Quoted Rate from 2nd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first one year,** there will be no revision for Hiring Charges and **any increase in electricity tariff inclusive of energy charges, demand charges FPPPA (Fuel and power purchase price adjustment)**will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Refer Sl. No.156 of the pre-bid proceedings

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
127	Volume III	Page 97 of 209	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 (Three) months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
128	Volume III	Page 111 of 209	32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause31.4.	32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider **under a lease, termination of the Bus Lease Agreement(s)**; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause31.4.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
129	Volume III	Page 112 of 209	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to:	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to:	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
			90% (ninety per cent) of the Debt Due less Insurance Cover;	90% (ninety per cent) of the Debt Due **including Lease Amounts** less Insurance Cover;	
130	Volume III	Page 112 of 209	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to:	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to:	Adhere to tender conditions Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
			(a) Debt Due	(a) Debt Due **including Lease Amounts**	
			(b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	(b) **150%** (one hundred and fifteen per cent) of the Adjusted Equity; and	
			The restraints set forth in Clause 35.1 shall not apply to:	The restraints set forth in Clause 35.1 shall not apply to:	
			(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Service Provider;	(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Service Provider;	

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
131	Volume III	Page 119 of 209	(b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Service Provider, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project;	(b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Service Provider, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project;	Adhere to tender conditions Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
			(c) assignment of rights, interest and obligations of the Service Provider to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and	(c) assignment of rights, interest and obligations of the Service Provider to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and	
			(d) liens or encumbrances required by any Applicable Law.	(d) liens or encumbrances required by any Applicable Law.	
			(e) Subcontracting of specific tasks.	(e) Subcontracting of specific tasks.	
				(g) retention of title and ownership of the Buses by the Lessors, if any;	Not agreed
				(h) any assignment of Insurance Policy in favour of Lenders as per the Financing Agreements.	
132	Volume III	Page 122 of 209		Request for adding of below Definition:	Not agreed
				"Bus Lease Agreement" means the agreement entered into between the Operator and a Lessor for leasing of the Buses to be supplied to the Authority in accordance with this Agreement.	
			"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Handover Date:	**"Debt Due"** means the aggregate of the following sums expressed in Indian Rupees outstanding on the Handover Date:	
			(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Handover Date;	(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Handover Date;	

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
133	Volume III	Page 136 of 209	(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Handover Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Handover Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and	(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Handover Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Handover Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
			(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;	(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;	
				(d) any debt provided by the Senior Lenders in connection with any bank guarantees submitted by the Operator to the Authority or the Program Manager pursuant to any Subsidy or Government Fiscal Assistance received by the Operator, to the extent that such bank guarantees have been called and become funded.	
				(e) if the Buses are leased by the Operator, then the lease rentals for the shorter of: (i) the remaining term of the Bus Lease Agreement(s); and (ii) the balance Contract Period.	
134	Volume III	Page 137 of 209	"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;	"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges, Bus Lease rentals due and payable in an Accounting Year to the Senior Lenders, as the case may be, for and in respect of Debt Due under the Financing Agreements or under the Bus Lease Agreement(s), as the case may be;	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
135	SCHEDULE-G	157 of MSA	1. Release of Order- M 2. Prototype delivery of bus- M+60 3. First lot- Within three months from the date of supply of prototype bus 4. Delivery of 100% of tendered vehicles- Within six months from the date of supply of prototype bus	We request authority to Kindly accept the below timelines since there are upgradation in BMTC tender from our existing model and we have design vehicle as per the requirement of BMTC- 1. Release of Order- M 2. Prototype delivery of bus- **M+6 months** 3. First lot- Within **six** months from the date of supply of prototype bus 4. Delivery of 100% of tendered vehicles- Within **twelve** months from the date of supply of prototype bus	~~Delivery Timelines~~ Schedule – G 1) Release of Order M 2) 01 Prototype delivery of bus M + 90 days 3) First lot of 159 Within three months from the date of supply of prototype bus 4) Delivery of 100% of tendered vehicles Within six months from the date of supply of prototype bus
		Aeroeagle Automobiles Pvt. Ltd.			
136	VOLUME 1	1	Amount INR 1.50 Crore (INR One crore and fifty lakhs only) shall be submitted in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.	Amount INR 1.50 Crore (INR One crore and fifty lakhs only) shall be submitted in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid **OR The MSME should be exempted from EMD payment**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
137	VOLUME 1	9- pt 4.1	1. The bidder should be OEM i.e., registered electric bus manufacturer or subsidiary or associate to OEM or parent entity in India and OEM should have manufacturing facility in India. Should submit Copy of Certificate of Incorporation/Certificate obtained as per the Companies Act and relevant certificates.	1. The bidder should be OEM i.e., registered electric bus manufacturer or subsidiary or associate to OEM or parent entity **in India/ outside India** and OEM should have manufacturing facility **in India or Outside India.** Should submit Copy of Certificate of Incorporation/Certificate obtained as per the Companies Act and relevant certificates / **equivalent certificate from authorised agency outside india**	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
138	VOLUME 1	9- pt 4.3	3. OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100% battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR along with the bid. The type approval certificate of the offered model to be submitted during proto type bus inspection.	3. OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100% battery operated) from the designated testing center in India/ **outside india** i.e., CMVR type approval, homologation certificate/ **or should have applied for homologation certification,** Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR along with the bid **or proof of submission of application for getting homologation** The type approval certificate of the offered model to be submitted during proto type bus inspection.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
139	VOLUME 1	19- pt 4.2	2. Should have manufactured, tested and delivered 80% of the tendered quantity i.e., 256 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2022-23, 2022-21 & 2021-20. Should submit copies of Invoices/Delivery Completion certificates.	2. Should have manufactured, tested and delivered 80% of the tendered quantity i.e., 256 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2022-23, 2022-21 & 2021-20 **in india / outside india** Should submit copies of Invoices/Delivery Completion certificates.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
140	VOLUME 1	19- pt 4.3	3. OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100%battery operated) from the designated testing center in India i.e., CMVR type approval, homologation certificate. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted during proto type bus inspection.	3. OEM Should have completed testing and certification requirement under Central Motor Vehicle Rules-1989 (CMVR) of at least one (1) Midi or standard electric bus (100%battery operated) from the designated testing center i**n India/ outside india** i.e., CMVR type approval, homologation certificate/ **equivalent certificate from agency outside india** Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted during proto type bus inspection.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
141	VOLUME 2	3- pt 12	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 250km per day	The battery shall have capacity to **operate 180 kms in single charge at 80% SOC and opportunity charging of 60 minutes** with assured kms of 250km per day	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			JBM Auto Ltd.		
142	SCHEDULE-G	157 of MSA	1. Release of Order- M 2. Prototype delivery of bus- M+60 3. First lot- Within three months from the date of supply of prototype bus 4. Delivery of 100% of tendered vehicles- Within six months from the date of supply of prototype bus	We request authority to Kindly accept the below timelines since there are upgradation in BMTC tender from our existing model and we have design vehicle as per the requirement of BMTC- 1. Release of Order- M 2. Prototype delivery of bus- **M+90** 3. First lot- Within **four** months from the date of supply of prototype bus 4. Delivery of 100% of tendered vehicles- Within **Seven** months from the date of supply of prototype bus	Delivery Timelines Schedule – G 1) Release of Order M 2) 01 Prototype delivery of bus M + 90 days 3) First lot of 159 Within three months from the date of supply of prototype bus 4) Delivery of 100% of tendered vehicles Within six months from the date of supply of prototype bus
143	EMD Submission	12 of V1	Bidders shall submit, along with their Proposal, Bid Security of INR 1.50 Cr (Indian Rupees One Crore Fifty Lakh only) in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.	Bidders/**Associate of the bidder(OEM)** shall submit, along with their Proposal, Bid Security of INR 1.50 Cr (Indian Rupees One Crore Fifty Lakh only) in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.	Adhere to tender condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
144	13.4.1	48	The Service Provider shall, no later than 90 ninety days from the Appointed Date, provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype.	Requesting the authority that all the required drawings will be submitted at the time of prototype submission	The Service Provider shall, no later than 30 days from the Appointed Date, provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype inspection.
145	1.2	158	The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.	Requesting the authority to consider submission ofTest certifications of relevant test standards instead of trials runs	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
146	2	2	Electrically propelled Bus using electric propulsion System as per AIS 038, AIS 048 & AIS 049 as amended time to time.	Requesting the authority to remove AIS 048 from the requirements of the standards as it has been discontinued by AIS from December 2022	The bus has to meet the CMVR as amended from time to time.
147	4	2	VII. Safety–Short circuit/ Over Temperature / Lightening Protection as per CMVR.	Requesting the authority to share the relevant lightening protection standard to be complied with	The bus has to meet the CMVR as amended from time to time.
148	4	2	IX. The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 250km per day	Requesting the authority that the vehicle range in single charge should be calculated as per AIS 040 test standards	Charging range - The battery shall have a capacity to operate 200 kms in single charge at 80% SOC and after opportunity charging of 45 minutes, so that assured kms of 250 km per day is achieved.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
149	12	3	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 250km per day	Requesting the authority that the vehicle range in single charge should be calculated as per AIS 040 test standards	Charging range - The battery shall have a capacity to operate 200 kms in single charge at 80% SOC and after opportunity charging of 45 minutes, so that assured kms of 250 km per day is achieved.
150	17	13	XVII. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs had to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of charge (SOC) falls below 80 percent.	Requesting the authority that the battery warranty will be 5 years or 3,50,000 km (whichever is earlier) and the motor and controller warranty shall be 3 years or 2,10,000km (whichever is earlier)	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
151	18	13	XVIII. Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	Requesting the authority that the battery packs should have satisfactory operations in the temperature ranging from 0 to 55 °C.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
152	15.6 (A)	5	35 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage along with locking facility, wheel chair ramp etc.	Requesting the authority to allow 33 high back passenger seats or 35 standard Plastic moulded seats taking benchmark from currently running 12M LF Buses.	Adhere to Tender Condition, plz refer the tender document uploaded on 03.01.2024
153	11	Vol. 1 Page #11	A total of four (04) depots i.e. Depot-7 (SubhashNagar), Depot-13 (Katriguppe), Depot-18 (Whitefield) and Depot-25 (HSR layout) are identified by the authority at present for 320 AC low floor, 400mm floor height electric bus operations.	We request clarification from the authority regarding the number of buses at each depot (Subhash Nagar, Katriguppe, Whitefield, HSR)."	The details will be provided for sucessful bidder.
154	6.1.1.C	MSA Page #32	Provide land (along with any buildings, constructions or immovable assets, if any, thereon), free from encumbrances, on license for setting up and operating Maintenance Depots in accordance with the provisions of this Agreement	The Authority is requested to provide clarification on the availability of the following basic infra in the allotted depots (Subhash Nagar, Katriguppe, Whitefield, HSR) such as inspection No. of service pits and bays,work shop utility room, Washing Platform with shed and adequate water storage, driver rest room, training room, office area, parts warehouse space, covered body shop area, tire repair	The identified depots will be handedover to the bidder in as is where is condition. The bidders shall visit the depots.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
155	17.25.7	MSA Page#71	The Service Provider shall be responsible, at its own cost and expense, for construction, operation and maintenance of all infrastructure, plant and machinery inside the Maintenance Depots. Existing depots will be provided to service provider as is where is condition. The Bidder may visit the identified depots	area and alignment pit, tire storage yard, secure boundary Developed. RCC parking yard with security station wall and separate entry and exit gates, adequate highmast lighting, bore-well, water and electricity connections, etc.	The identified depots will be handedover to the bidder in as is where is condition. The bidders shall visit the depots.

			As per Tender	BMTC decision to be read as
156	Volume-III	MSA- Revision of fee	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually **@ 1.0% of Basic Quoted Rate from 3rd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first two years, there will be no revision for Hiring Charges** and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first two years, there will be no revision for Hiring Charges.**
			New clause added	22.7.2 The base rate of electricity as on the date of tender is Rs.4.50/- per unit and Rs.200 per KVA as fixed charges. In case of increase in electricity tariff, in respect of Fixed/energy charges only it will be borne by Authority and if decreases, the difference amount is to be deducted from bidder. The power consumption shall be 1.3 kWh per km as per Bus Specification and if the power consumption exceeds 1.3 KWH, the difference power cost shall be borne bidder only.
157			The Bank Gurantee format along Bank Account details is placed at Annexure-A.	

CME,BMTC COSP,BMTC CME, KSRTC CAO-FA,BMTC CTM(O),BMTC CCE-BMTC

Annexure -A

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas .....1 (hereinafter called "the Tenderer") has submitted its tender dated ..... (date of submission of tender) for the supply of ..... (name and/or description of the goods) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto ..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20___.

THE CONDITIONS of this obligation are:

1. If the Tenderer

(a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
(b) does not accept the correction of errors in accordance with the ITB; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it,

owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including one hundred eighty (180) days after the last date of the tender submission, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of the tenderer

ಬೆಂಗಳೂರು ಮಹಾನಗರ ಸಾರಿಗೆ ಸಂಸ್ಥೆ

BANGALORE METROPOLITAN TRANSPORT CORPORATION

Bank Account/PAN/TAN Details

Beneficiaries Name	Chief Account officer-FA, BMTC
Beneficiaries Address	Central Office, K .H.Road, Shanthinagar Bangalore 560027.
Bank Name	Canara Bank
Bank Address	Shanthinagar Branch, K.H.Road, Bangalore-560027.
Account Number	0681201002076
IFSC Code	CNRB0000681
GST NO	29AAACB9672Q1ZS
PAN NO	AAACB9672Q
TAN NO	BLRB04704A